BILL NO. S-80-12-46

SPECIAL ORDINANCE NO. S-20-81

AN ORDINANCE approving a contract for Sewer Improvement Resolution No. 314-80 Phase II, between the City of Fort Wayne, Indiana and Bercot, Inc., Contractor for installation of sanitary sewer.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain contract dated December 16, 1980 between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works, and Bercot, Inc., Contractor, for:

> construction of a main sewer eight inches, ten inches and fifteen inches in diameter. From its size and character it is not only intended and adapted for use by property owners, whose property abuts along the line of said sewer, but is also intended and adapted for receiving sewage from collateral drains already constructed or may be constructed,

under Board of Public Works Sewer Improvement Resolution No. 314-80 Phase II, at a total cost of $706,091.50, all as more particularly set forth in said Contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

COUNCILMAN

APPROVED AS TO FORM AND LEGALITY DECEMBER 18, 1980.

JOHN E. HOFFMAN, City Attorney

Read the first time in full and on motion by Burns, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____ M.,E.S.T.

DATE: 12-23-80

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Sue Quinta, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	8			1	
BURNS	X				
EISBART	X				
GiaQUINTA	X				
NUCKOLS				X	
SCHMIDT, D.	X				
SCHMIDT, V.	X				
SCHOMBURG	X				
STIER	X				
TALARICO	X				

DATE: 1-13-81

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. S-20-81 on the 13th day of January, 19 81.

ATTEST: (SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of January, 19 81, at the hour of 11:00 o'clock A M.,E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 15th day of Jan. 19 81, at the hour of 11 o'clock A M.,E.S.T.

[signature]
WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-80-12-46

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN ORDINANCE approving a contract for Sewer Improvement Resolution No. 314-80 Phase II, between the City of Fort Wayne, Indiana and Bercot, Inc., Contractor for installation of sanitary sewer

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

PAUL M. BURNS, CHAIRMAN

VIVIAN G. SCHMIDT, VICE CHAIRMAN

BEN A. EISBART

SAMUEL J. TALARICO

ROY J. SCHOMBURG

CONCURRED IN

DATE 1/13/81 CHARLES W. WESTERMAN, CITY CLERK

70-78-2 CF/1 (h) 12/16/80

CONTRACT NO. 314-80 - PHASE II

THIS CONTRACT made and entered into in triplicate this 16th day of December, 1980, by and between BERCOT INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the construction of the following:

PHASE II

LATERAL NO. 10:

Beginning at an existing sanitary sewer manhole located 20± LF south of and 20± LF west of centerline intersection of Crowder Court and Newberry Drive; thence, northerly 490± LF to a proposed manhole located 20± LF south of and 5± LF west of the northwest corner of Lot No. 46 of said Newberry Addition; thence, westerly 1450± LF to a proposed manhole located 40± LF south and 700± LF west of centerline intersection of Wallen Road and Coldwater Road; thence, southwesterly following meanderings of an existing legal drain 1450± LF terminating at a proposed manhole located 1000± LF south of and 1300± LF east of the centerline intersection of Wallen Road and the vacated New York Central Railroad.

LATERAL NO. 11:

Beginning at a proposed sanitary sewer manhole located 125± LF south of and 5± LF west of the southwest corner of Lot No. 45 of Newberry Addition; thence, due south 1,135± LF to a proposed manhole located 5± LF west of and 10± LF north of the northeast corner of Lot No. 8 of Northwood Park Addition; thence, west 175± LF to a proposed manhole located 5± LF north and 5± LF west of the northwest corner of Lot No. 8 of said Northwood Park Addition; thence, southerly generally following the west line of Lot No. 8 of Northwood Park 210± LF to a proposed manhole; thence, southerly 460± LF within the right-of-way of Ravina Road 460± LF to a proposed manhole located 5± LF west of and 5± LF south of the northwest corner of Lot No. 13 of said Northwood Park Addition; thence, southwesterly 140± LF to a proposed manhole located 5± LF west of and 5± LF north of the northeast corner of Lot No. 15 of said Northwood Park Addition; thence, westerly generally following the south right-of-way line of Shadyhurst Drive 1020± LF to a proposed manhole located 5± LF north and 5± LF east of the northwest corner of Lot No. 23 of said Northwood Addition; thence, northwesterly crossing Coldwater Road and being within the right-of-way of Waterswolde Lane 619± LF terminating at a proposed manhole located 10± LF west of and 5± LF north of the northeast corner of Lot No. 8 of Waterswolde Subdivision.

LATERAL NO. 12:

Beginning at a proposed manhole located 5± LF south of and 5± LF west of the southeast corner of Lot No. 7 of Northwood Park Addition; thence, westerly 570± LF terminating at a proposed manhole located 5± LF south of and 5± LF west of the southeast corner of Lot No. 2 of said Northwood Park Addition.

LATERAL NO. 13:

Beginning at a proposed sanitary sewer manhole located 20± LF east of and 20± LF north of the centerline intersection of Ravenswood Drive and Park Ridge Drive; thence, southerly within the right-of-way of said Park Ridge Drive 520± LF terminating at a proposed manhole located 5± LF north and 5± LF west of the southwest corner of Lot No. 30 of said Northwood Park Addition.

LATERAL NO. 14:

Beginning at a proposed sanitary sewer manhole located 20± LF south of and 20± LF east of the centerline intersection of Northwood Park and Shadyhurst Drive; thence, north within the right-of-way of said Northwood Park 570± LF to a proposed manhole located 20± LF north of and 20± LF west of the centerline intersection of Northwood Park and Ravenswood Drive; thence, northwesterly 90± LF terminating at a proposed manhole located 5± LF north of and 5± LF west of the northwest corner of Lot No. 40 of said Northwood Park Addition.

LATERAL NO. 15:

Beginning at a proposed sanitary sewer located 45± LF south of and 5± LF west of the most southerly corner of Lot No. 1 of Waterswolde Subdivision; thence, southerly 410± LF to a proposed manhole located 5± LF south of and 5± LF west of the southeast corner of Lot No. 14 of said Waterswolde Subdivision; thence, westerly generally following the southern boundary line of said Waterswolde Addition 1080± LF to a proposed manhole located 5± LF east of and 5± LF north of the southeast corner of Lot No. 23 of Waterswolde Subdivision; thence, northerly 535± LF to a proposed manhole located 20± LF west and 20± LF south of the centerline intersection of Westridge Road and Southridge Road; thence, easterly 470± LF within the right-of-way of said Southridge Road terminating at proposed manhole located 10± LF east of and 10± LF south of the southeast corner of Lot No. 37 of said Waterswolde Subdivision.

LATERAL NO. 16:

Beginning at a proposed sanitary sewer manhole located 610± LF north of and 10± LF east of the northwest corner of Lot No. 32 of said Waterswolde Addition; thence, southerly 610± LF to a proposed manhole located 5± LF east of and 5± LF north of the northwest corner of said Lot No. 32; thence, southeasterly 235 LF to a proposed manhole located 5± LF east of and 5± LF south of the northeast corner of said Lot No. 32; thence, southerly 680± LF terminating at a proposed manhole located 5± LF east of and 5± LF south of the northeast corner of Lot No. 27 of said Waterswolde Subdivision.

LATERAL NO. 16A:

Beginning at a proposed sanitary sewer manhole located 20± LF north of and 20± LF west of centerline intersection of Westridge Road and Timber Lane; thence, southeasterly 455± LF terminating at a proposed clean-out located 5± LF east and 5± LF north of the northwest corner of Lot No. 9 of said Waterswolde Subdivision.

LATERAL NO. 17:

Beginning at a proposed sanitary sewer manhole located 220± LF north of and 5± LF east of the northwest corner of Lot No. 32 of Waterswolde Addition; thence, following the north boundary line of said Waterswolde Addition 1350± LF east to a proposed manhole located 5± LF north and 5± LF east of the northeast corner of Lot No. 52 of said Addition; thence, southerly 165± LF to a proposed manhole located 5± LF east of 5± LF south of the southeast of said Lot No. 52; thence, southeasterly 115± LF to the west right-of-way line of Coldwater Road; thence, southerly along the boundary line of said Coldwater Road 210± LF to a proposed manhole located 25± LF east and 5± LF north of the southeast corner of Lot No. 51 of said Addition; thence, westerly generally following the south property lines of Lot No. 45, 47, 49 and 51 of said Waterswolde Addition 590± LF terminating at a proposed manhole located 5± LF north and 5± LF west of the southeast corner of Lot No. 45 of said Addition.

LATERAL NO. 17A:

Beginning at a proposed manhole located 5± LF west of 5± LF north of the southwest corner of Lot No. 45 of Waterswolde Subdivision; thence, north 75± LF terminating at a proposed located 5± LF west and 5± LF north of the southeast of Lot No. 43 of said Addition.

LATERAL NO. 17B:

Beginning at a proposed sanitary sewer manhole located 5± LF west and 5± LF north of the southwest of said Lot No. 45 of Waterswolde Subdivision; thence, southerly on 95± LF terminating at a proposed manhole located 5± LF south and 5± LF west of the most northerly corner of Lot No. 10 of said Waterswolde Subdivision.

LATERAL NO. 18:

Beginning at a proposed manhole located 5± LF south of and 5± LF west of the southeast corner of lot #6 of Waterswolde Addition; thence, northeasterly along the east line of lot no. 6 200± LF; thence, northwesterly 160± LF; thence, southwesterly 90± LF terminating at a proposed cleanout located 5± LF south of and 5± LF west of the southeast corner of lot no. 5 of said Addition.

LATERAL NO. 18A:

Beginning at a proposed manhole located on the northeast corner of lot #6 of Waterswolde Addition; thence, northeasterly 80± LF terminating at a proposed cleanout located near the southwest corner of lot no. 3 of said addition.

Said sewer shall be 8", 10", 12" & 15" in diameter.

All according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11039, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of $706,091.50. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

8" Sewer Pipe	Fourteen dollars and no/100	14.00
10" Sewer Pipe	Eighteen dollars and no/100	18.00
12" Sewer Pipe	Nineteen dollars and 40/100	19.40
15" R.C.P. Class IV	Twenty-one dollars and 50/100	21.50
Std. Manhole Type I-A	One thousand six hundred seventy dollars and no/100	1,670.00
Std. Cleanout	Two hundred and five dollars and no/100	205.00
6" "T" or "WYE"	One hundred and five dollars and no/100	105.00
6" Building Sewer Pipe	Fourteen dollars and no/100	14.00
#53 or #73 Special Backfill	Ten dollars and 75/100	10.75
4" Asphalt (Driveways)	Eighteen dollars and no/100	18.00
Double Chip & Seal	One dollar and 55/100	1.55
Seeding + 2" Mulch	No dollars and 60/100	0.60
Broadcast Seeding	No dollars and 25/100	0.25
4"-12" Tile Replacement	Fifteen dollars and no/100	15.00
15"-18" Tile Replacement	Twenty dollars and no/100	20.00
Exploratory Excavation	Two hundred dollars and no/100	200.00
Culvert Pipe 8"-15" CMP	Eighteen dollars and no/100	18.00
Dewatering	Ten dollars and no/100	10.00
15" Encased Boring Complete	Two hundred dollars and no/100	200.00
12' Encased Boring Complete	Two hundred dollars and no/100	200.00
Type T-F Inlets	Five hundred fifty dollars and no/100	550.00
New Fence Replacement	Six dollars and no/100	6.00
6" "T" or "WYE" C.F.W. Tap Permit	Thirty-seven dollars and 50/100	37.50
Base Stabilization	Fifteen dollars and no/100	15.00

ARTICLE 3. PROGRESS PAYMENTS

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NON-DISCRIMINATION OF LABOR

The Contractor further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (NE/1 - NE/3)

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay which ever is the highest of Federal, State, and Local wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935, attached hereto and made a part hereof. (WR/1 through WR/32).

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of this contract as if hereto attached or herein repeated:

A. Advertisement for Bids, for Contract No. 314-80 Phase II
B. Instructions to Bidders for Contract No. 314-80 Phase II
C. Contractor's Proposal Dated Sept. 9, 1980
D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11039
E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers and addenda thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
F. Federal Contract Provisions.
G. Workmen's Compensation Act (I.C. 22-3-2-1).
H. Non-Discrimination of labor General Ordinance No. G-34-78 (as amended).
I. Prevailing wage scale.
J. Performance Bond.
K. Labor and Material Payment Bond.
L. Comprehensive Liability Insurance Coverage.
M. Application for Cut Permit.
N. Escrow Agreement.
O. Notice of Award.
P. Notice to Proceed.
Q. Change Order.
R. Notice of Final Acceptance.
S. Addenda No. 1 and 2

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insuror acceptable to owner showing personal injury and property damage coverages in an amount and of a type acceptable to owner. Insurance in force issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.2.4.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract and the work to be performed and materials to be furnished shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: _____, President

BY: _____, Secretary

CITY OF FORT WAYNE, INDIANA

BY: _____
Win Moses, Jr., Mayor

ATTEST:

_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

BOARD OF PUBLIC WORKS

_____
Mark L. Akers, Chairman

_____
Roberta Anderson Staten, Member

_____
Herbert R. Gamache, Member

Approved by the Common Council of the City of Fort Wayne on _____ day of _____, 19____.

Contract No. 314-80 Phase II

SPECIMEN FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

BERCOT, INC.
(Name of Contractor)

6015 Huguenard Road, Fort Wayne, Indiana 46818
(Address of Contractor)

a Corporation hereinafter called
(Corporation, Partnership, or Individual)

Principal, and THE WESTERN CASUALTY AND SURETY COMPANY
(Name of Surety)

Fort Scott, Kansas 66701
(Address of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of Seven Hundred Six Thousand Ninety-One and 50/100ths dollars ($ 706,091.50--) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into certain contract with the City, dated the 15th day of December, 19 80, for construction of:
St. Joseph Study Area, Sewage Works Project C-180599-02
Resolution 314-1980 Phase II
Waterswolde, Northwood Park, Hollywood Gardens, Mayfield Place,
Beverly Heights, Rousseau Suburban Sanitary Sewers

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11039 through and special provisions and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, and contained herein.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompaning the same, shall in any way affect its obligation on this bond, and it does hereby

Contract No.

POWER OF ATTORNEY

The Western Casualty and Surety Company

HOME OFFICE — FORT SCOTT, KANSAS

KNOW ALL MEN BY THESE PRESENTS: That THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas, a corporation of the State of Kansas, having its principal office in the city of Fort Scott, Kansas, pursuant to the following Bylaw, which was adopted by the Stockholders of the said Company on December 2, 1953, to-wit:

"Section 27. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The president, any vice president or the secretary shall have power and authority to appoint resident vice presidents, resident assistant secretaries and attorneys-in-fact, and to give such appointees full power and authority to make, execute and deliver in the name and on behalf of the corporation, bonds, recognizances, contracts of indemnity and other undertakings and writings of obligatory nature, and to affix thereto the corporate seal of the corporation. The president, any vice president or the secretary shall also have power at any time to remove and revoke the authority of any such appointee."

does hereby nominate, constitute and appoint

H. Stanley Huff, Jr., or Donald F. Campbell
of Fort Wayne, Indiana

its true and lawful agent(s) and Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety, and as its act and deed:

Any and all bonds and undertakings.

Provided, No authority is extended for the execution of Open Penalty Bonds.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Fort Scott, State of Kansas, in their own proper persons.

The following Resolution was adopted at the Quarterly Meeting of the Board of Directors of The Western Casualty and Surety Company, held on the 10th day of November, 1970:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Section 27 of the Company Bylaws; and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary, and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, THE WESTERN CASUALTY AND SURETY COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 17th day of September, 19 75

THE WESTERN CASUALTY AND SURETY COMPANY

By V. J. O'Gorek
Vice President

STATE OF KANSAS
COUNTY OF BOURBON ss

On this 17th day of September, A. D., 19 75, before the subscriber, a Notary Public in the State of Kansas in and for the County of Bourbon, duly commissioned and qualified, came V. J. O'Corek, Vice President of THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposeth and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, and that Bylaw, Section 27, adopted by the Stockholders of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Fort Scott, the day and year first above written.

My appointment expires September 5, 1980

Notary Public.

I, F. C. McCurley, Assistant Secretary of THE WESTERN CASUALTY AND SURETY COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a power of attorney executed by said THE WESTERN CASUALTY AND SURETY COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have signed this certificate at Fort Scott, Kansas, this 16th day of December, 19 80.

Assistant Secretary.

FORM FS 5890-R3

waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in 1 (number) counterparts, each one of which shall be deemed an original, this 16th day of December, 1980.

ATTEST:

(Principal) Secretary - Treasurer

[SEAL]

BERCOT, INC.
(Principal)

BY: [S] President

(Witness as to Principal)

(Address)

(Address)

THE WESTERN CASUALTY AND SURETY COMPANY
Surety

ATTEST:

(Surety) Secretary

[SEAL]

Witness as to Surety

By J. Stanley Huff Jr.
Attorney-in-Fact

661 Florence Avenue
(Address)

H. Stanley Huff, Jr.
4233 East State Boulevard
(Address)

Fort Wayne, Indiana 46808

Fort Wayne, Indiana 46815

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

Contract No.

TITLE OF ORDINANCE St. Joe Area Sanitary Imp. Sewage Works Grant C-180599-06 Res. 314-80 Phase

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE The Construction of a Main Sewer 8 inches, 10 inches, and 15 inches in diameter. From its size and character it is not only intended and adapted for use by property owners, whose property abuts along the line of said sewer, but is also intended and adapted for receiving sewage from collateral drains already constructed/or may be constructed.

S-80-12-46.

All according to WPC Engineering Department Drawing No. SY-11033, and do everything required by the Contract and the documents. The improvements cover the construction in the St. Joe drainage basin which will improve the wtter quality of the City's raw water supply

EFFECT OF PASSAGE Bercot Inc. will be the Contractor for the 314-80 Phase II which will improve the water quality of the City's raw water supply.

EFFECT OF NON-PASSAGE The above described passage cannot be possible.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) This project will cost: $706,091.50 Which will be paid for by USEPA (75%), State (10%), and City Utilities (15%)

ASSIGNED TO COMMITTEE City Utilities

sa